

## The Honorable James L. Robart

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation; AMAZON.COM SERVICES LLC, a Delaware limited liability company; JOHNSON & JOHNSON, a New Jersey corporation; and JOHNSON & JOHNSON CONSUMER INC., a Delaware corporation,

**Plaintiffs,**

v.

SUMEET MARKETING INC., a New York Corporation; OAR REALTY GROUP LLC, a New York limited liability company; AMIT PAWA, an individual; RAJA SINGH, an individual; OPKAR SINGH, an individual; and DOES 1-10,

## Defendants.

No. 2:23-cv-00331-JLR

**STIPULATED CONSENT JUDGMENT  
AND PERMANENT INJUNCTION**

WHEREAS, Plaintiffs Amazon.com, Inc., Amazon.com Services LLC (together, "Amazon"), Johnson & Johnson, and Johnson & Johnson Consumer Inc. (together the "J&J's"), (collectively, "Plaintiffs") filed this action against Defendants Sumeet Marketing Inc. ("Sumeet Marketing"), OAR Realty Group LLC ("OAR"), Amit Pawa, and Raja Singh ("Defendants") seeking injunctive relief and monetary damages, including treble damages, costs, and attorneys' fees;

**STIPULATED CONSENT JUDGMENT  
AND PERMANENT INJUNCTION - 1**  
Case No. 2:23-cv-00331-JLR

Davis Wright Tremaine LLP  
920 Fifth Avenue, Suite 3300  
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1           WHEREAS, Plaintiffs alleged in the Complaint claims against Defendants for: (i)  
2 trademark counterfeiting under 15 U.S.C. § 1114; (ii) trademark infringement under 15 U.S.C. §  
3 1114; (iii) common law trademark infringement; (iv) false designation of origin and false  
4 advertising under 15 U.S.C. § 1125(a); (v) violation of the Washington Consumer Protection  
5 Act, RCW 19.86.010, et seq.; (vi) trademark dilution under 15 U.S.C. § 1125(c); and (vii) breach  
6 of contract (the claims are referred to, collectively, as the “Claims”);

7           WHEREAS, Plaintiffs and Defendants have agreed to resolve their dispute, and now wish  
8 to stipulate to this Consent Judgment and Permanent Injunction;

9           WHEREAS, Plaintiffs and Defendants now stipulate and consent to this Consent  
10 Judgment and Permanent Injunction, to its prompt entry by the Court, and to each and every  
11 provision, order, and decree herein;

12          NOW THEREFORE, Plaintiffs and Defendants hereby stipulate to and request that the  
13 Court order the following Consent Judgment and Permanent Injunction:

14          IT IS ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:

15          1.       The Court has personal jurisdiction over each of the parties to this action. The  
16 Court also has subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121 and 28  
17 U.S.C. §§ 1331 and 1338(a).

18          2.       On March 7, 2023, Plaintiffs filed a Complaint against Defendants in this action  
19 asserting the Claims.

20          3.       At the time the Complaint was filed and at the time of Defendants’ alleged  
21 wrongful conduct, Johnson & Johnson owned the following registered trademarks (the “Tylenol  
22 Trademarks”), all of which are valid, unrevoked, and subsisting, and which constitute prima  
23 facie evidence of Johnson & Johnson’s exclusive ownership of the marks during all relevant  
24 periods:

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<u>Mark</u>	<u>Reg. No.</u>	<u>International Class / Goods &amp; Services (excerpt)</u>
TYLENOL	890,360	5. Analgesic Antipyretic Preparations
	5,391,243	5. Analgesics and pain relievers; preparations for treating coughs and colds; analgesic sleeping aid; and allergy and sinus medication

4. Plaintiffs allege that Defendants advertised, offered, distributed, and sold  
 5. counterfeit repackaged Tylenol® Extra Strength 50 pouches of 2 caplets each in the  
 6. Amazon.com store (“Amazon Store”), in violation of Amazon’s policies, the J&J Entities’  
 7. intellectual property rights, and the law. Plaintiffs further allege that the actions of Defendants  
 8. constitute trademark counterfeiting, trademark infringement, trademark dilution and false  
 9. advertising under the Lanham Act, violate the Washington Consumer Protection Act and  
 10. constitute breach of contract.

11. Amazon blocked Defendants from the Amazon Store due to Defendants’ sale of  
 12. counterfeit and infringing products. Prior to filing this action, Amazon informed Defendants of  
 13. the alleged infringing nature of their products, and questioned Defendants regarding the source  
 14. of the Tylenol products at issue in this Action. Defendants did not honestly inform Amazon of  
 15. their suppliers of the Tylenol products, and stated that their supplier was a single source when  
 16. they knew that was not the case. Defendants further supplied Amazon with an inauthentic  
 17. invoice as a purported source of their Tylenol products, which they knew was false.

18. Defendants acknowledge that they sold Tylenol® Extra Strength 50 pouches of 2  
 19. caplets each that consisted of pills originally manufactured by Johnson & Johnson Consumer Inc.  
 20. repackaged in counterfeit pouches and cartons bearing the Tylenol Trademarks. Defendants  
 21. contend that they were unaware that the packaging was counterfeit, and further contend that they  
 22. were not the manufacturer of any such repackaged Tylenol® products.

23. The repackaged Tylenol® Extra Strength 50 pouches of 2 caplets each that  
 24. Defendants sold were not endorsed or authorized by the J&J Entities. The packaging of the

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1 repackaged Tylenol® Extra Strength 50 pouches of 2 caplets each lacked the J&J Entities' strict  
 2 safety measures, lacked relevant information regarding the product such as the correct lot codes  
 3 and expiration dates, and failed to disclose to consumers that the products have been repackaged  
 4 by a party that was not the original manufacturer or otherwise affiliated in any way with the J&J  
 5 Entities.

6       8.      The use of the Tylenol Trademarks on the repackaged Tylenol® Extra Strength  
 7 50 pouches of 2 caplets each that Defendants sold created the erroneous impression that those  
 8 repackaged products were authorized and approved by the J&J Entities, even though they were  
 9 not.

10       9.      Amazon's Business Solutions Agreement, which Defendants entered into with  
 11 Amazon.com Services LLC in order to sell products in the Amazon Store, prohibits the sale of  
 12 counterfeit products and the submission to Amazon of inaccurate, false, or misleading  
 13 information and documents.

14       10.     Defendants' sale of the repackaged Tylenol® Extra Strength 50 pouches of 2  
 15 caplets each, has caused, and unless enjoined by this Court will continue to cause, serious and  
 16 irreparable injury to Plaintiffs, for which they have no adequate remedy at law.

17       11.     The Parties represent that they have read this Consent Judgment and Permanent  
 18 Injunction, entered into it voluntarily, and have had the opportunity to seek the advice of counsel  
 19 prior to their consent to this Judgment.

20 **NOW, THEREFORE, IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, AS  
 21 FOLLOWS:**

22       12.     The Court enters Final Judgment as follows: (i) in favor of the J&J Entities  
 23 against Defendants for trademark counterfeiting and trademark infringement under 15 U.S.C.  
 24 § 1114; (ii) in favor of the J&J Entities against Defendants for common law trademark  
 25 infringement; (iii) in favor of the J&J Entities against Defendants for false designation of origin  
 26 and false advertising under 15 U.S.C. § 1125(a); (iv) in favor of Amazon against Defendants for  
 27 false designation of origin and false advertising under 15 U.S.C. § 1125(a); (v) in favor of the

1 J&J Entities against Defendants for violation of the Washington Consumer Protection Act, RCW  
 2 19.86.010, *et seq.*; (vi) in favor of Amazon against Defendants for violation of the Washington  
 3 Consumer Protection Act, RCW 19.86.010, *et seq.*; (vii) in favor of the J&J Entities against  
 4 Defendants for trademark dilution under 15 U.S.C. § 1125(c); and (viii) in favor of Amazon  
 5 against Defendants for breach of contract.

6       13. Upon the entry of this Judgment, Defendants and their officers, agents,  
 7 representatives, servants, employees, successors, and assigns, and all others in active concert or  
 8 participation with Defendants shall be permanently enjoined from:

- 9                 (i) selling products in Amazon's stores;
- 10               (ii) selling products to Amazon or any affiliate;
- 11               (iii) opening or attempting to open any Amazon selling accounts;
- 12               (iv) importing, manufacturing, producing, distributing, circulating, offering to  
                      sell, or selling, advertising, promoting, or displaying any product or  
                      service using any simulation, reproduction, counterfeit, copy, or colorable  
                      imitation of the Tylenol Trademarks, the J&J Entities' or Kenvue, Inc.'s  
                      brands or trademarks, or which otherwise infringes or dilutes the J&J  
                      Entities' IP, on any platform or in any medium;
- 13               (v) using any false designation of origin or false description or performing  
                      any act which is likely to lead members of the trade or public to believe  
                      that any service or product offered, distributed, or sold by Defendants is in  
                      any manner associated or connected with Kenvue, Inc. or the J&J Entities,  
                      or is sold, manufactured, licensed, sponsored, approved, or authorized by  
                      Kenvue, Inc. or the J&J Entities;
- 14               (vi) importing, manufacturing, producing, distributing, circulating, offer to  
                      sell, or selling, advertising, promoting, or displaying any product  
                      manufactured, licensed or distributed by either the J&J Entities or Kenvue;  
                      or

(vii) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (vi) above;

14. The Court further orders that Plaintiffs recover from Defendants, jointly and severally, the amount of \$1,000,000 in damages for trademark infringement and false designation of origin under the Lanham Act under 15 U.S.C. § 1117(a), violation of the Washington Consumer Protection Act, RCW 19.86.010, *et seq.*, and breach of contract, inclusive of all prejudgment interest, attorneys' fees, and costs.

15. The above amounts shall bear interest at the statutory rate prescribed by 28 U.S.C. § 1961 from the date of entry.

16. The Court shall retain exclusive personal and subject matter jurisdiction to enforce the terms of this Judgment and Permanent Injunction.

17. Each party shall bear its attorneys' fees and costs incurred in connection with this matter.

18. Upon entry of this Judgment and Permanent Injunction, this action is hereby dismissed with prejudice.

## **IT IS SO ORDERED.**

DATED THIS 10 day of April, 2024.

Hon. James D. Robart  
UNITED STATES DISTRICT JUDGE

1 Presented by:

2 DAVIS WRIGHT TREMAINE LLP

3 By /s/Scott Commerson

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7 and *Amazon.com Services LLC*

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9 BAKER & HOSTETLER LLP

10 By /s/ Douglas Anderson Grady

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17 *Attorneys for Plaintiffs Johnson & Johnson and*  
18 *Johnson & Johnson Consumer Inc.*

19  
20 WHEAT LEGAL PLLC

21 By /s/ Jeffery Wheat

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1201 Third Ave., Ste. 22-120  
23 Seattle, WA 98101  
Tel: 206.262.7381

24 *Attorneys for Defendants Sumeet Marketing, Inc.,*  
25 *OAR Realty Group LLC, Amit Pawa,*  
*Raja Singh, and Opkar Singh*

26  
27 STIPULATED CONSENT JUDGMENT  
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1 **CONSENTED TO:**

2 Plaintiff Amazon.com, Inc.

3 DocuSigned by:  
By: Charles Wright Dated: 3/21/2024  
Name: Charles Wright  
4 Title: VP and Associate General Counsel

5 Plaintiff Amazon.com Services LLC

6 DocuSigned by:  
7 By: Charles Wright Dated: 3/21/2024  
Name: Charles Wright  
8 Title: VP and Associate General Counsel

9 Plaintiff Johnson & Johnson

10 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

13 Plaintiff Johnson & Johnson Consumer Inc.

14 DocuSigned by:  
15 By: Jennifer Caillier Boston Dated: 3/26/2024  
Name: <sup>A83C86BDA2414</sup> Jennifer Caillier Boston  
Title: NA Regional Counsel

17 Defendant Amit Pawa

18 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
19

20 Defendant Raja Singh

21 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
22

23 Defendant Sumeet Marketing, Inc.

24 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
25

1 **CONSENTED TO:**

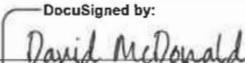
2 Plaintiff Amazon.com, Inc.

3 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
4 Name: Charles Wright  
Title: VP and Associate General Counsel

5 Plaintiff Amazon.com Services LLC

6 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
7 Name: Charles Wright  
8 Title: VP and Associate General Counsel

9 Plaintiff Johnson & Johnson

10 DocuSigned by:  
11 By:  Dated: 3/26/2024  
Name: David McDonald  
Title: Assistant Secretary

13 Plaintiff Johnson & Johnson Consumer Inc.

14 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
15 Name:  
16 Title:

17 Defendant Amit Pawa

18 By: \_\_\_\_\_ Dated: \_\_\_\_\_

20 Defendant Raja Singh

21 By: \_\_\_\_\_ Dated: \_\_\_\_\_

22 Defendant Sumeet Marketing, Inc.

24 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name:  
Title:

26  
27 STIPULATED CONSENT JUDGMENT  
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2 Plaintiff Amazon.com, Inc.

3 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
4 Name: Charles Wright  
Title: VP and Associate General Counsel

5 Plaintiff Amazon.com Services LLC

6 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
7 Name: Charles Wright  
8 Title: VP and Associate General Counsel

9 Plaintiff Johnson & Johnson

10 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
11 Name:  
12 Title:

13 Plaintiff Johnson & Johnson Consumer Inc.

14 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
15 Name:  
16 Title:

17 Defendant Amit Pawa

18 By: Amit Pawa \_\_\_\_\_ Dated: \_\_\_\_\_  
Amit Pawa (Mar 26, 2024 20:44 EDT)

19 Defendant Raja Singh

20 By: Raja Singh \_\_\_\_\_ Dated: \_\_\_\_\_  
Raja Singh (Mar 27, 2024 10:28 EDT)

21 Defendant Sumeet Marketing, Inc.

22 By: Raja Singh \_\_\_\_\_ Dated: \_\_\_\_\_  
Raja Singh (Mar 27, 2024 10:28 EDT)  
Name:  
Title:

1 Defendant OAR Realty Group LLC

2 By: Amit Pawa [Mar 26, 2024 20:44 EDT]  
3 Name:  
Title:

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